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Attorneys for Defendant
FEDEX GROUND PACKAGE SYSTEM, INC.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO COURTHOUSE

LANEE' WHITE,

Plaintiff,

v.

FEDEX GROUND PACKAGE SYSTEM,
INC., a Delaware corporation; and DOES 1
through 50, inclusive,

Defendant.

Case No:

*[Previously San Joaquin Superior Court Case
Number STK-CV-UOE-2020-4646; Assigned to
the Hon. George J. Abdallah, Dept. 10A]*

**DEFENDANT FEDEX GROUND
PACKAGE SYSTEM, INC.'S NOTICE OF
REMOVAL OF ACTION PURSUANT TO 28
U.S.C §§ 1332, 1441 and 1446**

Complaint Filed: June 5, 2020
Removal Filed: July 24, 2020
Trial Date: None Set

1 TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE
2 EASTERN DISTRICT OF CALIFORNIA AND TO PLAINTIFF LANEY' WHITE AND HER
3 COUNSEL OF RECORD:

4 PLEASE TAKE NOTICE that Defendant FEDEX GROUND PACKAGE SYSTEM,
5 INC. (hereinafter, "FedEx Ground"), through its counsel of record, respectfully hereby removes
6 this action filed by Plaintiff LANEY' WHITE (hereinafter, "Plaintiff") from the Superior Court
7 of the State of California, in and for the County of San Joaquin (hereinafter, the "State Court"),
8 to the United States District Court for the Eastern District of California (Sacramento Division).
9 This removal is based on the grounds of diversity jurisdiction pursuant to 28 U.S.C. §§ 1332 and
10 1441(a) and (b) and is timely under 28 U.S.C. § 1446. This Notice of Removal is supported by
11 the accompanying Declaration of Matthew Endlish and supporting exhibits filed concurrently
12 herewith. The basis for removal is complete diversity of citizenship. FedEx Ground provides the
13 following information in support thereof:

14 **FACTUAL AND PROCEDURAL BACKGROUND**

15 1. On June 5, 2020, Plaintiff filed an unverified Complaint (hereinafter, the
16 "Complaint") in the Superior Court of the State of California, County of San Joaquin, thereby
17 initiating the civil action entitled *Laney' White v. Fedex Ground Package System, Inc.*, Case No.
18 STK-CV-VOE-2020-4646 (hereinafter, the "State Court Action"). A true and correct copy of
19 the Complaint is attached hereto as **Exhibit ("Exh.") 1**.

20 2. In her Complaint, Plaintiff alleges six (6) causes of action against FedEx Ground:
21 (1) Disability discrimination in violation of Cal. Govt. Code §§ 12940, *et seq.* ("FEHA") (2)
22 Failure to accommodate in violation of the FEHA, (3) Failure to engage in the interactive process
23 in violation of the FEHA, (4) Failure to prevent discrimination in violation of the FEHA, (5)
24 Wrongful termination in violation of the FEHA, and (6) Retaliation violation of the FEHA. *See*
25 **Ex. 1**. Plaintiff seeks general damages, special damages, loss of earnings, declaratory relief,
26 injunctive relief, attorney fees, punitive and exemplary damages, and equitable relief. *Id* at ¶ 16,
27 Prayer for Relief at ¶¶ 1-11.

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3. Plaintiff served a copy of the Summons and Complaint upon FedEx Ground's registered agent for service of process C T Corporation System by process server and by email notification to FedEx Ground employees Matthew English, Susan Kernen, and Lisa Santucci on June 24, 2020. Declaration of Matthew Endlish, filed and served herewith, ¶ 8.

4. Defendants “DOES 1 through 50, inclusive” have not been identified and there is no record or indication that any Doe defendants have been served with the Summons or the Complaint in the State Court Action.

5. FedEx Ground filed an Answer to Plaintiff's Complaint in the State Court Action on July 23, 2020. A true and correct copy of such Answer is attached hereto as **Exh. 2**.

6. No further proceedings have been had in the state court as of the date of this Notice. A true and correct copy of all additional process, pleadings and orders served upon FedEx Ground in the State Court Action, aside from the Complaint and Answer referenced above, are attached hereto as **Exhibit 3**. By signing this Notice of Removal, counsel for FedEx Ground verifies that the items attached hereto as **Exhibits 1-3** are true and complete copies of the process, pleadings and orders in the State Court Action.

7. This removal is timely filed as required by 28 U.S.C. section 1446(b) because it has been filed within thirty (30) days of the date of first service of the State Court Action on FedEx Ground, which was June 24, 2020, and within one year of the date the State Court Action was filed.

DIVERSITY JURISDICTION

8. **Basis of Original Jurisdiction.** This Court has original jurisdiction over this action pursuant to 28 U.S.C. section 1332(a)(1). As set forth below, 28 U.S.C. section 1332(a) grants district courts original jurisdiction over civil actions in which the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states. This case meets all of the diversity statute's requirements for removal and is timely and properly removed by the filing of this Notice. *See* 28 U.S.C. §§ 1332, 1441, and 1446.

9. **Notices of Removal are Subject to a Liberal Pleading Standard.** In 2014, the U.S. Supreme Court held that notices of removal are subject to the same general pleading

standards applicable to complaints pursuant to Rule 8(a) of the Federal Rules of Civil Procedure, and that accordingly such notices need not attach evidence or meet a burden of proof, but rather need only contain a “short and plain statement of the grounds for removal.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 551-554 (2014) (quoting 28 U.S.C. § 1446(a)). This governing principle also applies to a removing party’s allegations as to the amount in controversy. *Id.*; *Garnett v. ADT LLC*, 74 F. Supp. 3d 1332, 1334 (E.D. Cal. 2015); *Ibarra v. Manheim Investments, Inc.*, 775 F.3d 1193, 1196-1197 (9th Cir. 2015); *Jackson v. CEVA Logistics*, No. 19-CV-07657-LHK, 2020 WL 1967208, at *8 (N.D. Cal. Apr. 24, 2020); *Fukuchi v. Stein Mart, Inc.*, No. CV 19-8266-MWF (RAOx), 2019 WL 8756866 at *3 (C.D. Cal. 2019). Only if the Court, or another party, contests the allegations of removability must the removing party submit evidence supporting its allegations, whereupon removability is decided under a preponderance of the evidence standard. *Id.*

10. **Complete Diversity.** Diversity of citizenship exists in this matter because FedEx Ground is now, and at all times since the filing of the State Court Action has been, incorporated in the State of Delaware, and at all such times its principal place of business is, and has been, in Moon Township, in the State of Pennsylvania (Endlish Decl. ¶¶ 5-7). At all such times, Plaintiff is and has been a California resident and citizen. **Ex. 1** at ¶ 1.

11. **Plaintiff’s Citizenship.** Based on the allegations in Plaintiff’s Complaint, Plaintiff was a citizen and resident of the State of California at the time this action commenced and remains so at the time of this removal. **Ex. 1** at ¶ 1. The presumption of continuing domicile provides a legal presumption that Plaintiff is still a resident of the State of California. *Mondragon v. Capital One Auto Fin.*, 736 F.3d 880, 885–86 (9th Cir. 2013) (“a party with the burden of proving citizenship may rely on the presumption of continuing domicile, which provides that, once established, a person’s state of domicile continues unless rebutted This presumption has been widely accepted, including by this [the Ninth] circuit.”). For removal purposes, citizenship is measured both when the action is filed and removed. *Strotek Corp. v. Transport Ass’n of America*, 300 F.3d 1129, 1131 (9th Cir. 2002); *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001). For diversity purposes, a person is a citizen of the State

1 where he or she is domiciled. *Kantor v. Wellesley Galleries, Ltd.*, 704 F.2d 1088 (9th Cir. 1983).
 2 Residence is *prima facie* evidence of domicile. *Mondragon v. Capital One Auto Fin.*, 736 F.3d
 3 880, 885–86 (9th Cir. 2013), citing *Hollinger v. Home State Mut. Ins. Co.*, 654 F.3d 564, 571
 4 (5th Cir. 2011) (“Evidence of a person’s place of residence . . . is *prima facie* proof of his
 5 domicile.”). The Complaint states that “[a]t all times material herein, Plaintiff ... was and is a
 6 resident of the State of California, County of San Joaquin.” **Ex. 1** at ¶ 1. Plaintiff, therefore, is,
 7 and at all times since the commencement of this action has been, a resident and citizen of
 8 California.

9 12. **FedEx Ground’s Citizenship.** At the time Plaintiff filed the Complaint in the
 10 State Court, FedEx Ground was (and it also remains) a citizen of States other than California.
 11 Pursuant to 28 U.S.C. section 1332(c), “a corporation shall be deemed to be a citizen of any State
 12 by which it has been incorporated and of the State where it has its principal place of business.”
 13 *See Hertz Corp. v. Friend*, 559 U.S. 77, 130 S. Ct. 1181, 1192 (2010) (determining that a
 14 corporation’s principal place of business, or “nerve center,” will typically be where its
 15 headquarters is located). FedEx Ground is and at all times since June 5, 2020, (and including
 16 prior to such date) has been, incorporated in the State of Delaware. Endlish Decl. ¶ 5. Under the
 17 “nerve center” test, FedEx Ground’s “principal place of business” is, and has at all times since
 18 June 5, 2020 (and including prior to such date) been Moon Township, Pennsylvania namely:

19 a. FedEx Ground has, at all such times, maintained its headquarters in Moon
 20 Township, Pennsylvania. Endlish Decl. ¶ 6.

21 b. Moon Township, Pennsylvania is, and has at all such times been where
 22 FedEx Ground’s officers have directed, controlled and coordinated FedEx Ground’s
 23 business activities. Endlish Decl. ¶ 6.

24 c. FedEx Ground’s headquarters in Moon Township, Pennsylvania is, and
 25 has at all such times been the location of FedEx Ground’s executive and administrative
 26 offices, including its corporate finance, accounting, human resources, information
 27 technology and legal departments. Endlish Decl. ¶ 6.

28 ///

d. FedEx Ground's headquarters in Moon Township, Pennsylvania is, and at all such times has been, the location of FedEx Ground's senior executives, including FedEx Ground's chief executive officer, chief operating officer, chief financial officer and FedEx Ground's general counsel. Endlish Decl. ¶ 6.

13. **Doe Defendants Are Disregarded For Purposes Of Removal.** Defendants DOES 1 through 50, inclusive, are fictitious. The Complaint does not set forth the identity or status of any of the fictitious defendants, nor does it set forth any charging allegation against any fictitious defendant. Pursuant to 28 U.S.C. section 1441(b)(1), the residence of fictitious and unknown defendants should be disregarded for purposes of establishing removal jurisdiction under 28 U.S.C. section 1332. *Newcombe v. Adolf Coors Co.*, 157 F.3d 686, 690–91 (9th Cir. 1998); *Fristoe v. Reynolds Metals, Co.*, 615 F.2d 1209, 1213 (9th Cir. 1980) (unnamed defendants are not required to join in a removal notice). Thus, the existence of Doe defendants 1 through 50, inclusive, does not deprive this Court of jurisdiction.

14. Based on the foregoing, Plaintiff and FedEx Ground are citizens of different States. 28 U.S.C. § 1332(d)(2)(A).

AMOUNT IN CONTROVERSY

15. **The Amount In Controversy Exceeds \$75,000.** Plaintiff does not specify a damages sum in her Complaint. Notwithstanding the fact that Plaintiff fails to specify the dollar amount of damages being sought in the Complaint, the allegations of the Complaint demonstrate that Plaintiff seeks damages in excess of the jurisdictional requirement of \$75,000. Economic damages, non-economic damages, general damages, punitive damages and attorneys' fees are all included in determining the amount in controversy. *See Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1155-56 (9th Cir. 1998).

16. Though FedEx Ground denies that Plaintiff is entitled to any damages, Plaintiff seeks general damages, special damages, loss of earnings, punitive and exemplary damages, and attorney fees. **Ex. 1**, ¶ 16, Prayer for Relief at ¶¶ 1-11. California federal courts have routinely found that the amount-in-controversy requirement is satisfied in cases with similar claims. *See, e.g., Rodriguez v. Home Depot, USA, Inc.*, No. 16-CV01945-JCS, 2016 WL 3902838 (N.D. Cal.

July 19, 2016) (amount-in-controversy requirement satisfied in wrongful termination case seeking lost wages, equitable relief, restitution, emotional distress damages, punitive damages, and attorneys' fees and costs); *Castanon v. Int'l Paper Co.*, No. 2:15-CV-08362-ODW, 2016 WL 589853 (C.D. Cal. Feb. 11, 2016) (amount-in-controversy requirement satisfied in disability discrimination case seeking lost earnings, emotional distress and punitive damages, and attorneys' fees); *Simmons v. PCR Tech.*, 209 F. Supp. 2d 1029 (2002) (amount-in-controversy requirement satisfied in employment discrimination case seeking compensatory damages, punitive damages, emotional distress damages, injunctive relief, and attorneys' fees).

17. Here, the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs, based on the following allegations and evidence:

a. **Plaintiff's Lost Wages as a Package Handler.** Plaintiff alleges that as a result of FedEx Ground's conduct, she is entitled to loss of earnings **Ex. 1**, Compl. at ¶ 16, Prayer for Relief at ¶ 3). Under California's Fair Employment and Housing Act, Cal. Gov't Code sections 12926, *et seq.*, all non-contractual tort remedies are potentially recoverable, including back pay and front pay. *See, e.g., Commodore Home Sys., Inc. v. Super. Ct.*, 649 P.2d 912 (Cal. 1982). Here, Plaintiff was employed as a Package Handler and was earning \$15.85 per hour as of the separation of her employment in August 2018. Endlish Decl. ¶ 4. Thus, assuming Plaintiff was working full time, at the time of her separation of employment in August 2018, Plaintiff was earning approximately \$2,536 per month (based on an estimated 40 hours per week). Endlish Decl. ¶ 4. Plaintiff makes no allegation in his Complaint that she has found other work, let alone work that pays the same compensation that she previously received at FedEx Ground. Thus, Plaintiff is seeking approximately 24 months of lost wages as of the date of this removal notice, and this claim will continue to accrue during the pendency of this litigation. Therefore, assuming it takes approximately 12 more months before this matter is resolved by trial, Plaintiff will claim approximately 36 months of lost wages, or \$91,296 (\$2,536 per month x 36 months). This amount does not take into account any future lost wages Plaintiff may claim.

b. **Plaintiff's Special and General Damages for Emotional Distress.**

Plaintiff alleges that, as a result of FedEx Ground's alleged conduct toward her, she "has suffered and continues to suffer emotional distress, humiliation, mental anguish, and embarrassment, as well as the manifestation of physical symptoms." **Ex. 1**, Compl. at ¶ 72. The emotional distress component of Plaintiff's alleged damages must be considered in determining whether the amount in controversy requirement has been established. *See Kroske v. U.S. Bank Corp.*, 432 F.3d 976, 980 (9th Cir. 2005) ("[T]he district court properly considered . . . emotional distress damage awards in similar age discrimination cases."). Further, a defendant may use damage awards in other cases to establish that the amount in controversy exceeds \$75,000. *See Simmons*, 209 F. Supp. 2d at 1033. Emotional distress damages in employment discrimination cases in California generally exceed \$50,000, and can be even more substantial, reaching and exceeding the jurisdictional minimum of \$75,000 alone. *See, e.g., Wang v. Reese Scientific Corp.*, Dkt. No. CGC-13-528233, 2014 WL 5389950 (Cal. Super. Ct. S.F. June 9, 2014) (awarding plaintiff \$166,302 for emotional distress damages on claims including discrimination and wrongful termination); *Stallworth v. City of Los Angeles*, Dkt. BC341480, 2009 WL 2421975 (Cal. Super. Ct. L.A. July 24, 2009) (awarding \$100,000 in emotional distress damages on race discrimination and retaliation claims); *Swinton v. Potomac Corp.*, 270 F.3d 794, 799 (9th Cir. 2001) (affirming award of \$30,000 in emotional distress damages in employment discrimination case where back pay was only \$5,612); *Velez v. Roche*, 335 F.Supp.2d 1022, 1038–40 (N.D. Cal. 2004) (surveying discrimination and retaliation cases awarding emotional distress damages and concluding "that substantial jury awards of hundreds of thousands of dollars for non-economic damages have been upheld where there is evidence . . . that the plaintiff suffered heightened mental anguish"). Thus, if Plaintiff is able to prove her claims at trial, it is reasonable to conclude that Plaintiff will seek, and a jury may award, in excess of \$75,000 for emotional distress damages. Accordingly, the amount in controversy here clearly exceeds \$75,000, especially when

1 Plaintiff's lost wages damages are added to a potential recovery of emotional distress
2 damages of at least \$75,000.

3 c. **Plaintiff's Attorneys' Fees.** Plaintiff also seeks to recover attorneys'
4 fees. **Ex. 1**, Compl., ¶ 16 Prayer for Relief at ¶ 6. Requests for attorneys' fees should be
5 taken into account in ascertaining the amount in controversy. *See Galt G/S*, 142 F.3d at
6 1156 (claims for attorneys' fees are to be included in amount in controversy, regardless
7 of whether award is discretionary or mandatory). The Ninth Circuit Court of Appeals has
8 held that "Section 1332(a)'s amount-in-controversy requirement excludes only 'interest
9 and costs' and therefore includes attorneys' fees." *Guglielmino v. McKee Foods Corp.*,
10 506 F.3d 696, 700 (9th Cir. 2007). Under California Government Code section 12965(b),
11 the court in its discretion may award fees and costs to the "prevailing party" in Fair
12 Employment and Housing Act lawsuits. Although the statute provides that the court
13 "may" award fees, cases hold that a prevailing plaintiff is entitled to fees "absent
14 circumstances that would render the award unjust." *Horsford v. Board of Trs. of Cal.*
15 *State Univ.*, 132 Cal.App.4th 359, 394 (2005). FedEx Ground anticipates that depositions
16 will be taken in this case and that FedEx Ground may ultimately file a Motion for
17 Summary Judgment. Based on defense counsel's experience, attorneys' fees in
18 employment discrimination cases generally will exceed \$50,000, and will often exceed
19 \$100,000. Other courts have also noted that in individual employment cases, attorneys'
20 fees alone can often exceed the jurisdictional minimum. *See, e.g., Simmons*, 209 F. Supp.
21 2d at 1035 (N.D. Cal 2002) ("The court notes that in its twenty-plus years' of experience,
22 attorneys' fees in individual discrimination cases often exceed the damages."); *Haase v.*
23 *Aerodynamics, Inc.*, No. 2:09-CV-01751-MCE- GG, 2009 WL 3368519, at *5 (E.D. Cal.
24 Oct. 19, 2009) (finding that "even a minimal award of attorneys' fees would cause the
25 amount in controversy to exceed the jurisdictional minimum."). Thus, it is more likely
26 than not that the fees incurred in this case will exceed at least \$50,000 through discovery
27 and a summary judgment hearing, and the fees would certainly exceed \$100,000 if the
28 case proceeds to trial. Accordingly, even assuming an attorneys' fees award of \$50,000,

the amount in controversy threshold of \$75,000 would be easily surpassed when aggregating Plaintiff's claimed lost wages, emotional distress damages and potential attorneys' fee award.

d. **Plaintiff's Claimed Punitive Damages.** Plaintiff also seeks to recover punitive damages, alleging, without any specific support, that FedEx Ground's conduct was "fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff." **Ex. 1**, Compl. at ¶ 74, *see also* Prayer for Relief at ¶ 8. Punitive damages are part of the amount in controversy in a civil action. *Gibson v. Chrysler Corp.*, 261 F.3d 927, 945 (9th Cir. 2001); *Davenport v. Mutual Benefit Health and Accident Ass'n*, 325 F.2d 785, 787 (9th Cir. 1963) (punitive damages must be taken into account where recoverable under state law). Although Plaintiff's claim for punitive damages appears to be weak, courts have recognized that California jury verdicts "amply demonstrate the potential for large punitive damages awards in employment discrimination cases." *See Simmons*, 209 F. Supp. 2d at 1033. Therefore, Plaintiff's request for punitive damages weighs in favor of establishing the amount in controversy.

18. Finally, Plaintiff made a settlement demand of \$225,000. Endlish Decl. at ¶ 9. "A settlement letter is relevant evidence of the amount in controversy if it appears to reflect a reasonable estimate of the plaintiff's claim." *Cohn v. Petsmart, Inc.*, 281 F.3d 837, 840 (9th Cir.2002). Accordingly, Plaintiff seeks damages in excess of \$75,000.00, and the amount in controversy requirement of 28 U.S.C. §1332(b) is met.

19. Based on the foregoing, there is ample evidence that the amount in controversy, based on the totality of Plaintiff's claims, easily exceeds the minimum threshold of \$75,000.

ALL OTHER REQUIREMENTS FOR REMOVAL ARE SATISFIED

20. **Venue and Intradistrict Assignment.** Pursuant to 28 U.S.C. section 1441(a), "any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending." *See Polizzi v. Cowles Magazines, Inc.*, 345 U.S. 663, 666 (1953) (holding the venue of a removed

1 action is governed by 28 U.S.C. section 1441(a) and is properly laid in the district embracing the
 2 place where the action is pending). This Court (the Sacramento Division of the Eastern District
 3 of California) embraces the San Joaquin County Superior Court, which is where Plaintiff's
 4 Complaint was originally filed and where the action is currently pending. Accordingly, this Court
 5 is the appropriate federal district court to which to remove this action.

6 21. **Notice of Removal.** As required by 28 U.S.C. section 1446(d), a copy of the
 7 Notice of Removal will be attached to a document entitled Notice to Adverse Parties and State
 8 Court of Defendant FedEx Ground Package System, Inc.'s Filing of Notice of Removal (in the
 9 form attached hereto as **Exhibit 4**). Which will be promptly served on Plaintiff and filed with the
 10 Clerk of the Superior Court of the State of California, in and for the County of San Joaquin.

11 22. In compliance with 28 U.S.C. section 1446(a), true and correct copies of all
 12 "process, pleadings, and orders" from the State Court Action served on FedEx Ground or filed
 13 by FedEx Ground are attached to the Notice of Removal as **Exhibits 1-3**.

14 **CONCLUSION**

15 Complete diversity of citizenship exists inasmuch as Plaintiff is a citizen of California
 16 and FedEx Ground is a citizen of Delaware and Pennsylvania. Furthermore, the amount in
 17 controversy exceeds \$75,000. Accordingly, this Court has diversity jurisdiction of this matter
 18 pursuant to 28 U.S.C. sections 1332, 1441, and 1446, and FedEx Ground has properly removed
 19 the State Court Action to this Court. FedEx Ground reserves, and does not waive, any objections
 20 it may have to jurisdiction, venue, and any and all other defenses or objections to the action.

21 Dated: July 24, 2020

Respectfully submitted,

FISHER & PHILLIPS LLP

24 By: /s/ Christopher M. Ahearn
 25 BRANDY T. CODY
 26 CHRISTOPHER M. AHEARN
 27 Attorneys for Defendant
 28 FEDEX GROUND PACKAGE SYSTEM,
 INC.

Lanee' White, et al. v. FedEx Ground Package System, Inc., et al.,
USDC East District Case # TBD

NOTICE OF REMOVAL

EXHIBIT 1 (Complaint)

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FILED
 SUPERIOR COURT-STOCKTON

(Handwritten initials)

2020 JUN -5 PM 4:50

ERANDON E. RILEY, CLERK

BY _____
 DEPUTY

(Handwritten signature: T. Bashaw)

JOSEPH M. LOVRETOVICH, STATE BAR NO. 73403
 JARED BEILKE, STATE BAR NO. 195698
 RUTH GEWING, STATE BAR NO. 255876

Attorneys for Plaintiff LaNee' White

**SUPERIOR COURT OF CALIFORNIA
 FOR THE COUNTY OF SAN JOAQUIN**

(Handwritten: \$1435.00 / 1563811)

LANEE' WHITE, an individual;
 Plaintiff,

vs.

FEDEX GROUND PACKAGE
 SYSTEM, INC, a Delaware corporation;
 and DOES 1 through 50, inclusive;
 Defendants.

STK-CV-VOE-2020-4646

COMPLAINT FOR:

- (1) DISABILITY DISCRIMINATION IN VIOLATION OF GOVERNMENT CODE § 12940, ET SEQ. [FEHA];
- (2) FAILURE TO ACCOMMODATE IN VIOLATION OF FEHA;
- (3) FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF FEHA;
- (4) FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF FEHA;
- (5) WRONGFUL TERMINATION IN VIOLATION OF FEHA;
- (6) RETALIATION IN VIOLATION OF FEHA

DEMAND FOR JURY TRIAL

Plaintiff, LANEE' WHITE, hereby brings her complaint against the above-named Defendants and states and alleges as follows:

PRELIMINARY ALLEGATIONS

1. At all times material herein, Plaintiff, LANEE' WHITE (hereinafter referred to as "Plaintiff") was and is a resident of the State of California, County of San Joaquin.

JML LAW
 A Professional Law Corporation
 5855 Topanga Canyon Blvd., Suite 300
 Woodland Hills, CA 91367

1 2. Plaintiff is informed, believes, and based thereon alleges that Defendant, FEDEX
2 GROUND PACKAGE SYSTEM, INC. (hereafter "FEDEX" or "Defendant") is a Delaware
3 corporation and was, at all times mentioned in this complaint, duly licensed to do business, was
4 and is doing business under and by virtue of the laws of the State of California, and within the
5 County of San Joaquin.

6 3. At all times mentioned herein, the Defendants named herein as DOES 1 through
7 50, and each of them, were and are the shareholders, and/or directors, and/or officers, and/or
8 agents, and/or alter egos of Defendant FEDEX, and in doing the things herein described, were
9 acting within the scope of their authority as such shareholders, and/or directors, and/or officers,
10 and/or agents, and alter egos of Defendant FEDEX.

11 4. The true names and capacities, whether individual, corporate, associate or
12 otherwise of DOES 1 through 50 are unknown to Plaintiff who therefore sues these Defendants
13 under said fictitious names. Plaintiff is informed and believes that each of the Defendants named
14 as a DOE Defendant is legally responsible in some manner for the events referred to in this
15 complaint, either negligently, willfully, wantonly, recklessly, tortiously, strictly liable, statutorily
16 liable or otherwise, for the injuries and damages described below to this Plaintiff. Plaintiff will
17 in the future seek leave of this court to show the true names and capacities of these DOE
18 Defendants when they have been ascertained.

19 5. Plaintiff is informed and believes, and based thereon alleges, that each of the
20 fictitiously named Defendants is responsible in some manner for, and proximately caused, the
21 harm and damages alleged herein.

22 6. Plaintiff is informed and believes, and based thereon alleges, that each of the
23 Defendants named herein acted as the employee, agent, spouse, partner, alter ego and/or joint
24 venturer of each of the other Defendants named herein and, in doing the acts and in carrying out
25 the wrongful conduct alleged herein, each of said Defendants acted within the scope of said
26 relationship and with the permission, consent and ratification of each of the other Defendants
27 named herein.
28

7. Hereinafter in the Complaint, unless otherwise specified, reference to a Defendant or Defendants shall refer to all Defendants, and each of them.

FACTUAL ALLEGATIONS

8. Plaintiff commenced employment with Defendant on or about September 2015 as a Package Handler. Plaintiff's responsibilities included loading and unloading packages, handling fragile and dangerous products, labeling packages and training new employees. Plaintiff performed her duties in a competent and professional manner and became a valued employee of Fedex. Plaintiff remained at Fedex until on or about July 2016. Indeed, Plaintiff was such a valued employee that Plaintiff was rehired on or about April 2017 in the same position.

9. On or around June 7, 2017 Plaintiff injured her left knee during work. She returned to work the following day with no restrictions but was advised she had nerve damage in her knee by her physician.

10. On or around August 3, 2018 Plaintiff injured her right shoulder during work. Plaintiff went to her doctor and diagnosed with a pinched nerve and joint separation in her shoulder. Plaintiff returned to work on or around August 8, 2018.

11. Plaintiff returned to work with a sling on her arm and restrictions that she could not lift more than 5 pounds. Plaintiff was moved to a position sorting small packages.

12. Plaintiff continued to experience pain from the injury which necessitated her missing work.

13. Plaintiff provided doctor's notes to Defendants but was written up for missing work despite providing doctor's notes.

14. On or around August 24, 2018, General Managers Sergio "Doe" and Chris "Doe" approached Plaintiff while she was working and stated Plaintiff would most likely be suspended for excessive write ups during the previous month. The managers stated to Plaintiff that they were aware of her shoulder injury and acknowledged that might be the reason for her absences. Plaintiff confirmed her shoulder injury was the reason she called out. The managers told Plaintiff that although she was injured she still needed to report to work. The managers asked Plaintiff if she was serious about her job and she stated she was. Plaintiff was told that Joseph Tucker the

1 Operations Manager would have to decide if Plaintiff would be suspended and they would let
2 Plaintiff know. Plaintiff spoke with Tucker who was unaware of the impending suspension.

3 15. About half an hour later Plaintiff was informed she was indeed being placed on
4 suspension and was escorted out of the building. When Tucker saw Plaintiff being escorted from
5 the warehouse he asked Sergio "Doe" and Chris "Doe" what was happening and why Plaintiff
6 was being escorted from the building. Tucker was told it was nothing for him to be concerned
7 about.

8 16. On or around August 31, 2018 Plaintiff did not receive her direct deposit.
9 Plaintiff contacted the Human Resource Department and was informed her last paycheck was
10 ready for pickup. When Plaintiff picked up her check she received papers of termination.

11 17. Plaintiff's injury limited her ability to engage in the major life activity of working.
12 Therefore, Plaintiff's injury constituted a qualifying actual and/or perceived physical disability as
13 defined under the FEHA.

14 18. From the time of her injury to her return to work through her termination, Plaintiff
15 communicated with Defendants about her progress and the modified work duties ordered by her
16 doctor.

17 19. Plaintiff is informed and believes and thereon alleges that she was terminated due
18 to her disability, and in retaliation for requesting a reasonable accommodation. Defendants did
19 not engage in the interactive process with Plaintiff to accommodate her disability, instead they
20 terminated her.

21 20. Plaintiff exhausted her administrative remedies by filing a complaint with the
22 Department of Fair Housing and Employment ("DFEH") on July 23, 2019. The DFEH issued
23 Plaintiff an immediate right-to-sue letter on July 23, 2019.

24 **FIRST CAUSE OF ACTION**

25 **DISABILITY DISCRIMINATION IN VIOLATION OF**
26 **GOVERNMENT CODE § 12940, *ET SEQ.* [FEHA]**
27 **(Against ALL DEFENDANTS)**

28 21. Plaintiff hereby repeats and incorporates all preceding paragraphs as though fully

1 set forth herein.

2 22. At all times herein mentioned, California Government Code § 12940, *et seq.* were
3 in full force and effect and were binding on Defendants and each of them, as Defendants
4 regularly employed five (5) or more persons. Under the Fair Employment and Housing Act
5 (“FEHA”), Government Code § 12940, *et seq.*, it is an unlawful employment practice for an
6 employer, because of the actual and/or perceived physical disability of a person to discharge the
7 person from employment or to discriminate against the person in compensation or in terms,
8 conditions, or privileges of employment.

9 23. As set forth in this complaint, Plaintiff is informed and believes that Defendants
10 and their agents discriminated against the Plaintiff on the basis of her actual and/or perceived
11 disability by refusing to search for or provide Plaintiff with any available positions and/or
12 temporary modified duty, and by wrongfully terminating her employment.

13 24. As a proximate result of the aforesaid acts of Defendants, and each of them,
14 Plaintiff has suffered actual, consequential and incidental financial losses, including without
15 limitation, loss of salary and benefits, and the intangible loss of employment related
16 opportunities in her field and damage to her professional reputation, all in an amount subject to
17 proof at the time of trial. Plaintiff claims such amounts as damages pursuant to Civil Code §
18 3287 and/or § 3288 and/or any other provision of law providing for prejudgment interest.

19 25. As a proximate result of the wrongful acts of Defendants, and each of them,
20 Plaintiff has suffered and continues to suffer emotional distress, humiliation, mental anguish and
21 embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and
22 believes and thereupon alleges that she will continue to experience said physical and emotional
23 suffering for a period in the future not presently ascertainable, all in an amount subject to proof
24 at the time of trial.

25 26. As a proximate result of the wrongful acts of Defendants, and each of them,
26 Plaintiff has been forced to hire attorneys to prosecute her claims herein, and has incurred and is
27 expected to continue to incur attorneys’ fees and costs in connection therewith. Plaintiff is
28 entitled to recover attorneys’ fees and costs pursuant to Government Code § 12965(b).

27. Defendants had in place policies and procedures that specifically prohibited and required Defendants' managers, officers, and agents to prevent disability discrimination against and upon employees of Defendants. Managers, officers, and/or agents of Defendants were aware of Defendants' policies and procedures requiring Defendants' managers, officers, and agents to prevent, and investigate, disability discrimination against and upon employees of Defendants. However, Defendants chose to consciously and willfully ignore said policies and procedures and therefore, Defendants' outrageous conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each Defendant to the Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should therefore be awarded exemplary and punitive damages against each Defendant in an amount to be established that is appropriate to punish each Defendant and deter others from engaging in similar future conduct.

28. Plaintiff is informed and believes, and based thereon alleges that Defendants and their managers, officers, and managing agents had a pattern and practice of wrongfully terminating employees who were disabled so that Defendants did not have to accommodate them. Plaintiff should therefore be awarded exemplary and punitive damages against each Defendant in an amount to be established that is appropriate to punish each Defendant and deter others from engaging in similar future conduct.

SECOND CAUSE OF ACTION

FAILURE TO ACCOMMODATE IN VIOLATION OF FEHA

(Against ALL DEFENDANTS)

29. Plaintiff hereby repeats and incorporates all preceding paragraphs as though fully set forth herein.

30. At all times herein mentioned, Government Code § 12940, *et seq.* were in full force and effect and were binding on Defendants and each of them, as Defendants regularly employed five (5) or more persons.

1 31. Plaintiff's injury limited her ability to engage in the major life activity of working.
2 Therefore, Plaintiff's injury constituted a qualifying actual and/or perceived physical disability as
3 defined under the FEHA.

4 32. Although Defendants knew of Plaintiff's disability, Defendants failed to provide
5 reasonable accommodation for Plaintiff's disability in direct violation of the FEHA, Government
6 Code § 12940, *et seq.* Defendants knew that Plaintiff required accommodation in the form of
7 work restrictions and/or temporary modified duty. Defendants could have accommodated
8 Plaintiff without suffering undue hardship, but chose to deny her available positions that would
9 have accommodated her and for which he was qualified. Instead, Defendants chose to terminate
10 Plaintiff in violation of public policy.

11 33. Plaintiff alleges that she could have fully performed all essential duties and
12 functions of her job or other jobs that Defendant had available, in an adequate, satisfactory
13 and/or outstanding manner, particularly if she was provided with reasonable accommodations.

14 34. As a proximate result of the aforesaid acts of Defendants, and each of them,
15 Plaintiff has suffered actual, consequential and incidental financial losses, including without
16 limitation, loss of salary and benefits, and the intangible loss of employment related
17 opportunities in her field and damage to her professional reputation, all in an amount subject to
18 proof at the time of trial. Plaintiff claims such amounts as damages pursuant to Civil Code §
19 3287 and/or § 3288 and/or any other provision of law providing for prejudgment interest.

20 35. As a proximate result of the wrongful acts of Defendants, and each of them,
21 Plaintiff has suffered and continues to suffer emotional distress, humiliation, mental anguish and
22 embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and
23 believes and thereupon alleges that he will continue to experience said physical and emotional
24 suffering for a period in the future not presently ascertainable, all in an amount subject to proof
25 at the time of trial.

26 36. As a proximate result of the wrongful acts of Defendants, and each of them,
27 Plaintiff has been forced to hire attorneys to prosecute her claims herein, and has incurred and is
28

1 expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is
 2 entitled to recover attorneys' fees and costs under Government Code § 12965(b).

3 37. Defendants had in place policies and procedures that specifically required
 4 Defendants' managers, officers, and agents to reasonably accommodate disabled employees in
 5 compliance with the FEHA. Defendants' managers, officers, and/or agents were aware of
 6 Defendants' policies and procedures requiring reasonable accommodation of disabled
 7 employees. However, Defendants chose to consciously and willfully ignore said policies and
 8 procedures and therefore, Defendants' outrageous conduct was fraudulent, malicious, oppressive,
 9 and was done in wanton disregard for the rights of Plaintiff and the rights and duties owed by
 10 each Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified,
 11 and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should therefore be
 12 awarded exemplary and punitive damages against each Defendant in an amount to be established
 13 that is appropriate to punish each Defendant and deter others from engaging in such conduct.

14 38. Plaintiff is informed and believes, and based thereon alleges that Defendants and
 15 their managers, officers, and managing agents had a pattern and practice of wrongfully
 16 terminating employees who were disabled so that Defendants did not have to reasonably
 17 accommodate them as required by the FEHA. Plaintiff should therefore be awarded exemplary
 18 and punitive damages against each Defendant in an amount to be established that is appropriate
 19 to punish each Defendant and deter others from engaging in similar future conduct.

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF FEHA**

22 **(Against ALL DEFENDANTS)**

23 39. Plaintiff hereby repeats and incorporates all preceding paragraphs as though fully
 24 set forth herein.

25 40. Government Code § 12940(m) and (n) provide that it is unlawful for an employer
 26 to fail to engage in a timely, good faith, interactive process with the employee to determine
 27 effective reasonable accommodations to protect a disabled employee's job.
 28

41. Defendants, and each of them, failed to engage in a timely, good faith, interactive process with Plaintiff to determine effective reasonable accommodation of Plaintiff's actual and/or perceived disability based upon her medically imposed restrictions. Instead, Defendants denied Plaintiff's requests for accommodations, denied her modified work in positions that she was qualified to perform, and then wrongfully terminated her employment.

42. As a proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff has suffered actual, consequential and incidental financial losses, including without limitation, loss of salary and benefits, and the intangible loss of employment related opportunities in her field and damage to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages pursuant to Civil Code § 3287 and/or § 3288 and/or any other provision of law providing for prejudgment interest.

43. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has suffered and continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and believes and thereupon alleges that she will continue to experience said physical and emotional suffering for a period in the future not presently ascertainable, all in an amount subject to proof at the time of trial.

44. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has been forced to hire attorneys to prosecute her claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees and costs under Government Code § 12965(b).

45. Defendants had in place policies and procedures that specifically required Defendants' managers, officers, and agents to engage in a good faith interactive process with disabled employees of Defendants. Managers, officers, and/or agents of Defendants were aware of Defendants' policies and procedures requiring Defendants' managers, officers, and agents to engage in the interactive process with disabled employees. However, Defendants chose to consciously and willfully ignore said policies and procedures and therefore, Defendants' outrageous conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for

the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should therefore be awarded exemplary and punitive damages against each Defendant in an amount to be established that is appropriate to punish each Defendant and deter others from engaging in similar future conduct.

46. Plaintiff is informed and believes, and based thereon alleges that Defendants and their managers, officers, and managing agents had a pattern and practice of wrongfully terminating employees who were disabled so that Defendants did not have to engage in the interactive process with them. Plaintiff should therefore be awarded exemplary and punitive damages against each Defendant in an amount to be established that is appropriate to punish each Defendant and deter others from engaging in similar conduct.

FOURTH CAUSE OF ACTION

FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF FEHA

(Against ALL DEFENDANTS)

47. Plaintiff hereby repeats and incorporates all preceding paragraphs as though fully set forth herein.

48. At all times mentioned herein, Government Code Sections 12940, *et seq.*, including but not limited to Sections 12940 (j) and (k), were in full force and effect and were binding upon Defendants and each of them. These sections impose upon an employer a duty to take immediate and appropriate corrective action to end discrimination and take all reasonable steps necessary to prevent discrimination from occurring in the workplace.

49. Defendants violated Government Code § 12940 (j) and (k) by failing to adequately supervise, control, discipline, and/or otherwise penalize the conduct, acts, and failures to act as described herein.

50. Defendants failed to fulfill their statutory duty to timely take immediate and appropriate corrective action to end the discrimination committed against Plaintiff. Further, Defendants also failed to take all reasonable steps necessary to prevent the discrimination from continuing to occur and protect the Plaintiff's job.

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1 51. In failing and/or refusing to take immediate and appropriate corrective action to
2 end the disability discrimination alleged herein, and in failing and/or refusing to take and or all
3 reasonable steps necessary to prevent the discrimination from occurring and/or continuing to
4 occur, Defendants violated Government Code § 12940 (j) and (k), causing Plaintiff to suffer
5 damages as set forth below.

6 52. As a proximate result of the aforesaid acts of Defendants, and each of them,
7 Plaintiff has suffered actual, consequential and incidental financial losses, including without
8 limitation, loss of salary and benefits, and the intangible loss of employment related
9 opportunities in her field and damage to her professional reputation, all in an amount subject to
10 proof at the time of trial. Plaintiff claims such amounts as damages pursuant to Civil Code §
11 3287 and/or § 3288 and/or any other provision of law providing for prejudgment interest.

12 53. As a proximate result of the wrongful acts of Defendants, and each of them,
13 Plaintiff has suffered and continues to suffer emotional distress, humiliation, mental anguish and
14 embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and
15 believes and thereupon alleges that she will continue to experience said physical and emotional
16 suffering for a period in the future not presently ascertainable, all in an amount subject to proof
17 at the time of trial.

18 54. As a proximate result of the wrongful acts of Defendants, and each of them,
19 Plaintiff has been forced to hire attorneys to prosecute his claims herein, and has incurred and is
20 expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is
21 entitled to recover attorneys' fees and costs under Government Code § 12965(b).

22 55. Defendants had in place policies and procedures that specifically prohibited and
23 required Defendants' managers, officers, and agents to prevent disability discrimination, against
24 and upon employees of Defendants and take all reasonable steps to prevent discrimination from
25 occurring in the workplace. Defendants' managers, officers, and/or agents were aware of
26 Defendants' policies and procedures requiring their managers, officers, and agents to prevent,
27 investigate and curtail disability discrimination. However, Defendants chose to consciously and
28 willfully ignore said policies and procedures and therefore, Defendants' outrageous conduct was

1 fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff
 2 and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted,
 3 participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged
 4 above. Plaintiff should therefore be awarded exemplary and punitive damages against each
 5 Defendant in an amount to be established that is appropriate to punish each Defendant and deter
 6 others from engaging in similar conduct.

7 56. Plaintiff is informed and believes, and based thereon alleges that Defendants and
 8 their managers, officers, and managing agents had a pattern and practice of failing to prevent,
 9 investigate, and curtail disability discrimination in the workplace and failing to protect the jobs
 10 of disabled workers. Plaintiff should therefore be awarded exemplary and punitive damages
 11 against each Defendant in an amount to be established that is appropriate to punish each
 12 Defendant and deter others from engaging in such conduct.

13 **FIFTH CAUSE OF ACTION**

14 **WRONGFUL TERMINATION IN VIOLATION OF FEHA**

15 **(Against ALL DEFENDANTS)**

16 57. Plaintiff hereby repeats and incorporates all preceding paragraphs as though fully
 17 set forth herein.

18 58. Plaintiff hereby repeats and incorporates all preceding paragraphs as though fully
 19 set forth herein.

20 59. At all times mentioned, the FEHA, as codified, expressed and mandated in
 21 Government Code § 12940, *et seq.*, is to prohibit employers from discriminating and/or
 22 retaliating against any individual on the basis of, but not limited to physical disability, as
 23 identified in Government Code §§ 12926, 12940, *et seq.* The FEHA is designed to protect all
 24 California employees and to promote the welfare and well-being of the community at large
 25 within the State. Accordingly, the actions of Defendants, and each of them, in terminating
 26 Plaintiff on the grounds alleged and described herein were wrongful and in contravention of the
 27 express policies, requirements, and mandates set forth within Government Code §§ 12940, *et*
 28 *seq.*, and the laws and regulations promulgated thereunder.

60. As set forth herein, Plaintiff alleges her termination of employment was substantially motivated by her actual and/or perceived physical disability, and her requests for reasonable accommodation in the workplace. Therefore, Plaintiff's termination of employment violated the provisions of the FEHA cited herein.

61. As a proximate result of the aforementioned acts of Defendants, and each of them, Plaintiff has suffered actual, consequential and incidental financial losses, including without limitation, loss of salary and benefits, and the intangible loss of employment related opportunities in her field and damage to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages pursuant to Civil Code § 3287 and/or § 3288 and/or any other provision of law providing for prejudgment interest.

62. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has suffered and continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and believes and thereupon alleges that she will continue to experience said physical and emotional suffering for a period in the future not presently ascertainable, all in an amount subject to proof at the time of trial.

63. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has been forced to hire attorneys to prosecute her claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees and costs pursuant to Government Code § 12965(b).

64. Defendants had in place policies and procedures that specifically prohibited and required Defendants' managers, officers, and agents to prevent discrimination and retaliation based upon age and/or disability against and upon employees of Defendants. Managers, officers, and/or agents of Defendants were aware of Defendants' policies and procedures requiring Defendants' managers, officers, and agents to prevent, investigate, and curtail disability discrimination against and upon employees of Defendants. However, Defendants chose to consciously and willfully ignore said policies and procedures and therefore, Defendants' outrageous conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for

1 the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each
2 Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in the
3 wrongful conduct alleged above. Plaintiff should, therefore, be awarded exemplary and punitive
4 damages against each Defendant in an amount to be established that is appropriate to punish each
5 Defendant and deter others from engaging in such conduct.

6 65. Plaintiff is informed and believes, and based thereon alleges that Defendants and
7 their managers, officers, and managing agents had a pattern and practice of wrongfully
8 terminating employees who were disabled so that Defendants did not have to accommodate them
9 or engage in the interactive process. Plaintiff should therefore be awarded exemplary and
10 punitive damages against each Defendant in an amount to be established that is appropriate to
11 punish each Defendant and deter others from engaging in such conduct:

12 **SIXTH CAUSE OF ACTION**

13 **RETALIATION IN VIOLATION OF FEHA**

14 **(Against ALL DEFENDANTS)**

15 66. Plaintiff hereby repeats and incorporates all preceding paragraphs as though fully
16 set forth herein.

17 67. California Government Code § 12940(h) makes it unlawful for any person to
18 retaliate against an employee who has engaged in a protected activity with respect to his or her
19 employment.

20 68. Plaintiff engaged in a protected activity by taking medically excused absences
21 from work. In direct response to Plaintiff's protected conduct, Defendants terminated Plaintiff.

22 69. Substantial motivating factors in Plaintiff's termination was her medically
23 excused absence from work and need for accommodation.

24 70. Defendants' conduct as alleged above constituted unlawful retaliation in violation
25 of Government Code § 12940(h).

26 71. As a proximate result of the aforesaid acts of Defendants, and each of them,
27 Plaintiff has suffered actual, consequential and incidental financial losses, including without
28 limitation, loss of salary and benefits, and the intangible loss of employment related

opportunities in her field and damage to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages pursuant to Civil Code § 3287 and/or § 3288 and/or any other provision of law providing for prejudgment interest.

72. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has suffered and continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and believes and thereupon alleges that she will continue to experience said physical and emotional suffering for a period in the future not presently ascertainable, all in an amount subject to proof at the time of trial.

73. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has been forced to hire attorneys to prosecute her claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees and costs under Government Code § 12965(b).

74. Defendants had in place policies and procedures that specifically prohibited and required Defendants' managers, officers, and agents to prevent disability and/or medical leave retaliation, as against and upon employees of Defendants. Managers, officers, and/or agents of Defendants were aware of Defendants' policies and procedures requiring Defendants' managers, officers, and agents to prevent, and investigate, disability and/or medical leave retaliation against and upon employees of Defendants. However, Defendants chose to consciously and willfully ignore said policies and procedures and therefore, Defendants' outrageous conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be awarded exemplary and punitive damages against each Defendant in an amount to be established that is appropriate to punish each Defendant and deter others from engaging in such conduct.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment, against all Defendants jointly and severally, as follows:


1. For general damages, according to proof;
2. For special damages, according to proof;
3. For loss of earnings, according to proof;
4. For declaratory relief, according to proof;
5. For injunctive relief, according to proof;
6. For attorneys' fees, according to proof. Cal. Labor Code § 218.5, 226(e), *et seq.*; Cal. Govt. Code § 12965(b);
7. For prejudgment interest, according to proof;
8. For punitive and exemplary damages, according to proof;
9. For costs of suit incurred herein;
10. For all equitable relief recoverable pursuant to *Harris v. City of Santa Monica* (2013) 56 Cal.4th 203; and
11. For such other relief that the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial for all causes of action set forth herein

DATED: April 24, 2020

JML LAW, A Professional Law Corporation



By: _____

JOSEPH M. LOVRETOVICH

JARED BEILKE

RUTH GEWING

Attorneys for Plaintiff

Lanee' White, et al. v. FedEx Ground Package System, Inc., et al.,
USDC East District Case # TBD

NOTICE OF REMOVAL

EXHIBIT 2 (Answer)

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Attorneys for Defendant
FEDEX GROUND PACKAGE SYSTEM, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

LANEE' WHITE,

Plaintiff,

v.

FEDEX GROUND PACKAGE SYSTEM,
INC., a Delaware corporation; and DOES 1
through 50, inclusive;,

Defendant.

Case No: STK-CV-UOE-2020-4646

*[Assigned for all purposes to the Hon. George J.
Abdallah, Dept. 10A]*

**DEFENDANT FEDEX GROUND
PACKAGE SYSTEM, INC.'S ANSWER TO
PLAINTIFF'S COMPLAINT**

Complaint Filed: June 5, 2020
Trial Date: None Set

1 Defendant FEDEX GROUND PACKAGE SYSTEM, INC. (hereinafter, “Defendant”)
2 responds to the “Complaint” filed on June 5, 2020 in the above-captioned action (hereinafter, the
3 “Complaint”) by Plaintiff LANEY WHITE (hereinafter, “Plaintiff”):

4 **ANSWER**

5 Pursuant to California Code of Civil Procedure section 431.30, subdivision (d),
6 Defendant generally denies each and every allegation and cause of action in Plaintiff’s unverified
7 Complaint.

8 **DEFENSES**

9 Defendant’s assertion of the below defenses is not intended to, and does not, operate as a
10 voluntary assumption of the burden of proof as to such defenses. Discovery and investigation
11 are ongoing. Defendant reserves its right to seek to add additional defenses as the case develops.

12 The terms “his,” “her,” “he,” “she,” “they,” and “them” as used below refer to any person
13 or persons of any gender or gender identity.

14 **FIRST DEFENSE**

15 1. Plaintiff’s claims are barred on the ground that the Complaint, and all causes of
16 action therein, fail to state a claim upon which relief may be granted.

17 **SECOND DEFENSE**

18 2. Plaintiff’s Complaint, and all causes of action therein, are barred by the applicable
19 statute(s) of limitation, including but not limited to: Code of Civil Procedure sections 335.1 and
20 340, subdivision (a) and California Government Code sections 12960 and 12965.

21 **THIRD DEFENSE**

22 3. Plaintiff’s Complaint, and all causes of action therein, is barred by the exclusive
23 remedy provisions of the Workers’ Compensation Act pursuant to California Labor Code
24 sections 3601 *et seq.*

25 ///

26 ///

27 ///

28 ///

FOURTH DEFENSE

4. If Plaintiff has received, or in the future receives, Workers' Compensation benefits by reason of the claimed injuries which give rise to this suit, any judgment rendered in favor of Plaintiff should be reduced by the amount of all Workers' Compensation benefits paid to or on behalf of Plaintiff.

FIFTH DEFENSE

5. Plaintiff is estopped by her conduct from recovering any relief sought in the Complaint, or in any purported cause of action alleged therein.

SIXTH DEFENSE

6. By her conduct, Plaintiff has waived any right to recover any relief sought in the Complaint, or in any purported cause of action alleged therein.

SEVENTH DEFENSE

7. Plaintiff's claims are barred by the doctrine of unclean hands.

EIGHTH DEFENSE

8. Plaintiff's claims are barred under the doctrine of collateral estoppel and *res judicata*.

NINTH DEFENSE

9. Plaintiff's claims are barred by the doctrine of accord and satisfaction.

TENTH DEFENSE

10. Plaintiff's claims are barred by the doctrine of avoidable consequences.

ELEVENTH DEFENSE

11. Recovery by Plaintiff of any amounts sought in this action would constitute unjust enrichment.

TWELFTH DEFENSE

12. Plaintiff is not entitled to equitable relief insofar as she has adequate remedies at law.

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///

THIRTEENTH DEFENSE

13. To the extent Plaintiff suffered any symptoms of mental or emotional distress or injury, they were the result of a pre-existing psychological disorder or alternative cause, and not the result of any act or omission of Defendant.

FOURTEENTH DEFENSE

14. Plaintiff's claims are barred by Plaintiff's failure to exhaust administrative remedies and/or internal grievance procedures.

FIFTEENTH DEFENSE

15. There existed legitimate, non-discriminatory, and non-retaliatory reasons for the alleged acts and/or omissions of Defendant of which Plaintiff complains.

SIXTEENTH DEFENSE

16. The alleged acts of which Plaintiff complains were based on reasonable factors other than protected activity, and other than Plaintiff's alleged opposition to conduct allegedly suffered in the workplace.

SEVENTEENTH DEFENSE

17. Even if there was discrimination or retaliation against Plaintiff (which Defendant denies), any adverse employment actions taken against Plaintiff, up to and including termination of employment, would have been undertaken anyway.

EIGHTEENTH DEFENSE

18. Even if Defendant's actions are found to have been partially motivated by discriminatory and/or retaliatory motive (which Defendant expressly denies), Defendant cannot be held liable, in whole or in part, because it also had legitimate non-discriminatory and non-retaliatory motives for its actions, which alone, would have induced it to make the same personnel decision(s) and/or to take the same personnel action(s).

NINETEENTH DEFENSE

19. Defendant exercised reasonable care to prevent and promptly correct any allegedly retaliatory, discriminatory, and/or harassing behavior.

///

TWENTIETH DEFENSE

20. Defendant's conduct toward Plaintiff was at all times privileged, justified and undertaken in a good faith belief that Defendant was in full compliance with the law.

TWENTY-FIRST DEFENSE

21. Plaintiff unreasonably failed to take advantage of any preventive and/or corrective opportunities provided by Defendant or to avoid harm otherwise.

TWENTY-SECOND DEFENSE

22. Plaintiff's reasonable use of Defendant's procedures to prevent and/or correct the allegedly harassing, discriminatory, and/or harassing behavior would have prevented all or some of the alleged harm he claims to have suffered.

TWENTY-THIRD DEFENSE

23. Plaintiff consented to the acts and/or omissions alleged in the Complaint.

TWENTY-FOURTH DEFENSE

24. Plaintiff unreasonably failed to comply with applicable employment requirements, policies and procedures.

TWENTY-FIFTH DEFENSE

25. If the injuries and/or alleged damages in the Complaint occurred at all, such injuries and/or alleged damages were caused by and/or contributed to by Plaintiff's own acts, omissions and/or failures to act.

TWENTY-SIXTH DEFENSE

26. Any recovery on Plaintiff's Complaint or any purported cause of action alleged therein, is barred in whole or in part by after-acquired evidence which independently justified any adverse employment actions taken against Plaintiff, up to and including termination.

TWENTY-SEVENTH DEFENSE

27. Plaintiff is not entitled to recover punitive or exemplary damages from Defendant on the ground that any award of punitive or exemplary damages would violate Defendant's constitutional rights under the Due Process Clauses and Excessive Fines clauses of the United States Constitution, and corresponding provisions of the California Constitution.

TWENTY-EIGHTH DEFENSE

28. The acts of the other Defendants of which Plaintiff complains were all undertaken outside the scope of their agency and/or employment with this answering Defendant and without the knowledge or consent of this answering Defendant and this answering Defendant may not be held liable therefor.

TWENTY-NINTH DEFENSE

29. The harm allegedly suffered by Plaintiff was proximately caused by persons or entities other than Defendant, who should be solely responsible for paying any damages or other monetary remedies.

THIRTIETH DEFENSE

30. The harm allegedly suffered by Plaintiff was caused, in whole or in part, by third parties, and liability for damages or other monetary remedies should be apportioned among such third parties.

THIRTY-FIRST DEFENSE

31. Defendant cannot be held jointly and severally liable for the acts and/or omissions of any alleged joint employer or tortfeasor.

THIRTY-SECOND DEFENSE

32. Plaintiff's claims are barred by his failure to join necessary and/or indispensable parties.

THIRTY-THIRD DEFENSE

33. Plaintiff's claims are barred by his failure to exhaust internal, contractual, statutory, regulatory, and administrative grievance procedures.

THIRTY-FOURTH DEFENSE

34. The conduct that Plaintiff claims injured her was protected by the constitutions of the State of California and of the United States of America.

THIRTY-FIFTH DEFENSE

35. Plaintiff's claims are barred by public policy.

///

THIRTY-SIXTH DEFENSE

36. Plaintiff failed to mitigate her alleged damages or losses.

WHEREFORE, this answering Defendant prays as follows:

1. That Plaintiff take nothing by her Complaint;

2. That Plaintiff's Complaint herein be dismissed in its entirety with prejudice;

3. That Defendant recover its costs of suit herein, including its reasonable attorneys' fees; and

That the court award such other and further relief as it deems appropriate.

Dated: July 23, 2020

Respectfully submitted,

FISHER & PHILLIPS LLP

By:



BRANDY T. CODY
CHRISTOPHER M. AHEARN
MICHAEL S. ARMSTRONG
Attorneys for Defendant
FEDEX GROUND PACKAGE SYSTEM,
INC.

PROOF OF SERVICE

(Cal. Code Civ. Proc. §§ 1013(a) and 2015.5)

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with the law offices of Fisher & Phillips LLP and my business address is 2050 Main Street, Suite 1000, Irvine, California 92614.

On the below-listed date, I served ☐ *the original* ☒ *a true copy* of the foregoing document entitled **DEFENDANT FEDEX GROUND PACKAGE SYSTEM, INC.'S ANSWER TO PLAINTIFF'S COMPLAINT** on the person or persons listed below:

JOSEPH M. LOVRETOVICH

Attorneys for Plaintiff

JARED BEILKE

LANEE' WHITE

RUTH GEWING

JML LAW

T: (818) 610-8800

5855 Topanga Canyon Blvd., Suite 300

F: (818) 610-3030

Woodland Hills, CA 91367

E: jml@jmlaw.com

Jared@jmlaw.com

ruth@jmlaw.com

☒ **[by U.S. MAIL]** I enclosed the document(s) in a sealed envelope or package addressed to each of the above-listed persons at their respective above-listed address(es), and placed the envelope(s) or package(s) for collection and mailing following our office's ordinary business practice for collection and processing of correspondence for mailing. Such practice is that, the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope or package with postage fully prepaid.

☒ **[by ELECTRONIC DELIVERY]** In addition to service as set forth above, I transmitted, *as a courtesy copy only*, a true and correct copy of the foregoing document(s) (or a reference to a Uniform Resource Locator that could be immediately used to download such document(s) via File Transfer Protocol) by email to the above-listed recipient(s), at their respective above-listed e-mail addresses. I did not receive any failed delivery notification(s) relating to such emails.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed July 23, 2020 at Irvine, California.

Elizabeth R. Toller

Print Name

By: 

Signature

Lanee' White, et al. v. FedEx Ground Package System, Inc., et al.,
USDC East District Case # TBD

NOTICE OF REMOVAL

EXHIBIT 3 (Documents served with Complaint)

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

JUN -5 PM 4:51

NATALIE BASHAW

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

FEDEX GROUND PACKAGE SYSTEM, INC., a Delaware corporation;
and DOES 1 through 50, inclusive;

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

LANEE' WHITE, an individual;

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CAL ENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Joaquin County Superior Court

180 E Weber Ave. 2nd Floor

Stockton, CA 95202

STK-CV-LOE-2020-416410

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Joseph M. Lovretovich, Jared Beilke, Ruth Gewing, 5855 Topanga Canyon Blvd. Suite. 300 Woodland Hills,
CA 91367, 818-610-8800

DATE: JUN 05 2020
(Fecha)

Clerk, by
(Secretario)

NATALIE BASHAW

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify):

FEDEX GROUND PACKAGE SYSTEMS, INC., a Delaware CORPORATION

under: ☒ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

- ☐ by personal delivery on (date):

SUPERIOR COURT OF CALIFORNIA

County of San Joaquin
180 E Weber Avenue
Stockton, CA 95202

NOTICE OF CASE ASSIGNMENT AND NOTICE OF HEARING

Case Number: **STK-CV-UOE-2020-0004646**

A Case Management Conference has been scheduled for your case as indicated below. A copy of this information must be provided with the complaint or petition, and with any cross-complaint that names a new party to the underlying action. Disregard hearing date if that date has expired.

Hearing: Case Management Conference	Date: 12/07/2020 Department: 10A	Time: 8:45 AM
JUDGE	COURT LOCATION	PHONE Numbers:
THIS CASE HAS BEEN ASSIGNED TO JUDGE GEORGE J. ABDALLAH IN DEPARTMENT 10A FOR ALL PURPOSES, INCLUDING TRIAL.	Stockton	Stockton: 209-992-5693 Lodi: 209-992-5522

[x] ADR & Scheduling Information is available on court website @ sjcourts.org/self-help

1. You must:

- Serve** all named defendant's and file proofs of service on those defendants with the court Within 60 days of the filing of the complaint. (CRC 3.110)
- File and serve** a completed Case Management Conference Statement (use of JC form CM-110 is mandatory) at least 15 days before the Case Management Conference.
- Meet and Confer**, in person or by telephone, to consider each of the issues identified in CRC 3.727 no later than 30 calendar days before the date set for the Case Management Conference. (CRC 3.724)
- Collection cases** are managed pursuant to CRC 3.740.

2. You may appear in person or by telephone at the Case Management Conference. To make arrangements for telephonic appearance you must call Court Call, at (310) 572-4670 or (888) 882-6878 at least five (5) court days prior to the hearing.

3. If this case was eFiled, the plaintiff/petitioner or their attorney must access their copy of this notice and the issued summons for service from the court's case management system at the following link: cms.sjcourts.org/fullcourtweb/start.do. Disregard hearing date if that date has expired.

Visit our website @ www.sjcourts.org for more information regarding civil cases, local rules and forms.

Date: 06/08/2020

Natalie Bashaw, Deputy Clerk

NOTICE OF CASE ASSIGNMENT AND NOTICE OF HEARING

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Joseph M. Lovretovich, Jared Beilke, Ruth Gewing (73403, 195698, 255876) JML Law, APLC 5855 Topanga Canyon Blvd, Suite 300 Woodland Hills, CA 91367 TELEPHONE NO. (818) 610-8800 FAX NO.: (818) 610-3030 ATTORNEY FOR (Name) Plaintiff Lance White	FOR COURT USE ONLY FILED MAY -5 PM 4:51 NATALIE BASHAW
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Joaquin STREET ADDRESS: 180 E Weber Ave., 2nd Floor MAILING ADDRESS CITY AND ZIP CODE: Stockton, CA, 95202 BRANCH NAME: Civil	
CASE NAME: White v Fedex	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
JUDGE: DEPT.:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Six
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 24, 2020
 Ruth Gewing

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Lanee' White, et al. v. FedEx Ground Package System, Inc., et al.,
USDC East District Case # TBD

NOTICE OF REMOVAL

EXHIBIT 4 (Form of Notice to State Court & Adverse Parties)

Brandy T. Cody, State Bar No. 196923
Email: bcody@fisherphillips.com
FISHER & PHILLIPS LLP
111 SW Fifth Avenue, Suite 4040
Portland, OR 97204
Telephone (503) 242-4262
Facsimile (503) 242-4263

CHRISTOPHER M. AHEARN, SBN 239089
Email: cahearn@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

Attorneys for Defendant
FEDEX GROUND PACKAGE SYSTEM, INC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

LANEE' WHITE, an individual,
Plaintiff,

v.

FEDEX GROUND PACKAGE SYSTEM,
INC., a Delaware corporation; and DOES 1
through 50, inclusive;
Defendant.

CASE NO.: STK-CV-UOE-2020-4646
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Hon. George J. Abdallah, Dept. 10A*

DEFENDANT FEDEX GROUND PACKAGE
SYSTEM, INC.'S NOTICE TO STATE COURT
AND ADVERSE PARTIES OF REMOVAL OF
ACTION TO U.S. DISTRICT COURT

Complaint Filed: 06/05/2020
Trial Date: TBD

1 Defendant FEDEX GROUND PACKAGE SYSTEM, INC. (hereinafter, "Defendant"),
2 pursuant to 28 U.S.C § 1446(d), hereby gives notice that on July 24, 2020, it filed a notice of
3 removal of this action in U.S. District Court for the Eastern District of California.

4 A copy of such notice of removal, and accompanying papers, is attached hereto as Exhibit
5 1.

6 Such filing effects the removal of this action to such district court.

7 This Court now lacks jurisdiction over this action, and need take no further action unless
8 this action is remanded by the U.S. District Court.

9
10 DATE: July 24, 2020

FISHER & PHILLIPS LLP

11
12 By: _____

13 BRANDY T. CODY
14 CHRISTOPHER M. AHEARN
Attorneys for Defendant
FEDEX GROUND PACKAGE SYSTEM, INC.

PROOF OF SERVICE

(Cal. Code Civ. Proc. §§ 1013(a) and 2015.5)

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with the law offices of Fisher & Phillips LLP and my business address is 2050 Main Street, Suite 1000, Irvine, California 92614.

On the below-listed date, I served ☐ *the original* ☒ *a true copy* of the foregoing document entitled DEFENDANT FEDEX GROUND PACKAGE SYSTEM, INC.'S NOTICE TO STATE COURT AND ADVERSE PARTIES OF REMOVAL OF ACTION TO U.S. DISTRICT COURT on the person or persons listed below:

JOSEPH M. LOVRETOVICH
JARED BEILKE
5 RUTH GEWING

Attorneys for Plaintiff
LANEE' WHITE

JML LAW

5855 Topanga Canyon Blvd., Suite 300
Woodland Hills, CA 91367

T: (818) 610-8800
F: (818) 610-3030
E: jml@jmlaw.com
Jared@jmlaw.com
ruth@jmlaw.com

☒ **[by U.S. MAIL]** I enclosed the document(s) in a sealed envelope or package addressed to each of the above-listed persons at their respective above-listed address(es), and placed the envelope(s) or package(s) for collection and mailing following our office's ordinary business practice for collection and processing of correspondence for mailing. Such practice is that, the same say correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope or package with postage fully prepaid.

☐ **[by ELECTRONIC DELIVERY]** In addition to service as set forth above, I transmitted, *as a courtesy copy only*, a true and correct copy of the foregoing document(s) (or a reference to a Uniform Resource Locator that could be immediately used to download such document(s) via File Transfer Protocol) by email to the above-listed recipient(s), at their respective above-listed e-mail addresses. I did not receive any failed delivery notification(s) relating to such emails.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed July 24, 2020 at Irvine, California.

Elizabeth R. Toller

Print Name

By: _____

Signature